

RG 104, 8NS-104-94-077
Box 2

8NS-104-94-077, Miscellaneous
Correspondence & Memos, 1897-1994

Hampton - Fiddling Engineering Co. ; On Compressor ; 10/10/08

SPECIFICATION AND PROPOSAL SHEET

FOR FURNISHING AND DELIVERING

ONE STEAM DRIVEN AIR COMPRESSOR, ONE ELECTRIC DRIVEN SUMP
PUMP, LEAD LINED PIPE AND FITTINGS, ETC.,

FOR THE

UNITED STATES MINT

AT

DENVER, COLO.

SPECIFICATION AND PROPOSAL SHEET FOR FURNISHING AND DELIVERING ONE STEAM DRIVEN
AIR COMPRESSOR, ONE ELECTRIC DRIVEN SUMP PUMP, LEAD LINED PIPE, AND FITTINGS, ETC.,
FOR THE UNITED STATES MINT, DENVER, COLO.

U. S. MINT, DENVER, COLO.,

OFFICE OF CUSTODIAN, Aug 31, 1908,

SEALED PROPOSALS will be received at this office until ~~20~~ 6'clock ~~p~~ m. on the ~~21~~ day of Sept, 1908,
and then opened, for furnishing and delivering one steam driven air compressor, one electric driven sump
pump, lead lined pipe and fitting, etc., for the United States Mint, Denver, Colo., in accordance with
drawing and specification, copies of which may be had at this office.

Frank M. Dawson
Custodian.

G. H. B.
C. R. B.
J. E. P.

N. B.—Bidders are required to return the drawing and specification without marks, notes, or other
mutilations.

SPECIFICATION FOR FURNISHING AND DELIVERING ONE STEAM-DRIVEN AIR COMPRESSOR, ONE ELECTRIC-DRIVEN SUMP PUMP, LEAD LINED PIPE AND FITTINGS, ETC., FOR THE UNITED STATES MINT, DENVER, COLO.

Treasury Department,

OFFICE OF THE SUPERVISING ARCHITECT.

GENERAL CONDITIONS.

Form of proposal and signature.—Proposal must be made on the blank form hereto attached, inclosed in sealed envelope, marked proposal with title of building as given above, and addressed to the Supervising Architect, care of Custodian United States Mint, Denver, Colo., stating in writing and figures (without interlineation, alteration, or erasure) the sum of money for which the bidder proposes to supply the materials and perform the work required by the drawings and this specification, and the time within which he proposes to deliver the material, and the unit prices called for in proposal sheet. The proposal must be signed with the full name and address of the bidder; if a copartnership, the copartnership name by a member of the firm, with the names and addresses in full of each member; and if a corporation, by an officer in the corporate name, with the corporate seal attached to such signature. No telegraphic proposals or telegraphic modifications of proposals will be considered. Proposals received after the time advertised for the opening will be returned unopened. If proposal is sent by registered mail, allowance should be made for the additional time required for such transmission.

Certified check.—Each bidder must submit with his proposal a certified check, in a sum equal to 10 per cent of the amount of such proposal, drawn to the order of the Treasurer of the United States, and the proceeds of said check shall become the property of the United States, if, for any reason whatever, the bidder, after the opening of the bids, withdraws from the competition, or refuses to execute the contract and bond required in the event of said contract being awarded to him, and checks submitted by the unsuccessful bidders will be returned after the approval of the contract and bond executed by the successful bidder. Copy of contract and bond will be furnished the contractor after the approval of his bond.

Eight-hour law.—The attention of bidders is called to the act of Congress, approved August 1, 1892, limiting the hours of daily service of laborers and mechanics employed upon public works of the United States to eight hours in any one calendar day.

Subcontractors.—No subcontractor or other person furnishing material or labor to the contractor will be recognized, nor will this Department be responsible in any way for the claims of such persons beyond taking a bond, as required by the act of Congress approved August 13, 1894, which provides in substance that when a formal contract is let for the erection or repair of a public building, etc., the contractor, before commencing such work, shall furnish the usual penal bond, with good and sufficient sureties, with the additional obligation that such contractor will make prompt payment to all persons furnishing him labor or materials used in the prosecution of the work. Persons so furnishing materials or labor have a right of action on said bond, in the name of the United States, for their use. No formal contract is usually let, however, and no bond taken where the amount involved is less than \$2,000.

Parties in interest.—No Member of or Delegate to Congress and no officer of the Treasury Department, superintendent, inspector, clerk, employee, or other person in any manner connected with the office of the Supervising Architect, shall be interested, either directly or indirectly, in the contract or work herein provided for, or be entitled to any benefit derived therefrom; and any violation of this understanding shall work a forfeiture of all moneys which may become due to the successful bidder.

Rights reserved.—The material proposed to be used, time for completion of work, and the competency and responsibility of bidders will receive consideration before award of contract.

The Treasury Department reserves the right to accept any part or parts of the proposal made at the prices included in same; also to waive any informalities in, and to reject any and all proposals, and to require the contractor to discontinue the services of any workman employed on the work who is unskillful or otherwise objectionable.

Form of contract.—The contract which the bidder agrees to enter into shall be in the form adopted and in use in the office of the Supervising Architect; blank forms of which can be inspected at said office, and will be furnished, upon request being made, to parties proposing to submit bids. In case of the abrogation of the contract, whether by reason of the default of the contractor, his bankruptcy, or other cause, the Supervising Architect, acting for both parties, shall have the right to determine the valuation of all work performed, and all materials furnished in place in connection with the contract, and of all material, machinery,

tools, etc., upon the site of the building, taken possession of by the Government, and his decision shall be final.

Protection of work and materials.—The contractor must obtain, at his expense, all necessary policies of insurance on work and material supplied by him, as the same will be at his risk until final completion, inspection, and acceptance; but the contractor will be relieved of any risk for that portion of the building occupied by the Government before entire completion of his contract.

Modifications.—The Department reserves the right to make any additions to, omissions from, or changes in, or substitutions for, the work or material called for by the drawings and specification, without notice to the surety or sureties on the bond given to secure satisfactory compliance with the terms of the contract; and the Department further reserves the right to demand additional security when additions are made, if in its judgment, such security is required. The unit prices called for in the proposal sheet shall be used as the basis of value of such additions, omissions, or changes, if they are deemed reasonable by the Supervising Architect. If deemed unreasonable, or if none applicable are given, and no agreement can be reached by the Supervising Architect and the contractor as to the reasonable value of the work, then the Supervising Architect shall have the right to fix the value of such additions, omissions, or changes, and no claim for damages on account of such change or for anticipated profits shall be allowed.

Payments.—Payments will be made as hereinafter stated.

Delays.—Each bidder must submit his proposal with the distinct understanding that, in case of its acceptance, time for the completion of the work shall be considered as of the essence of the contract, and that for the cost of all extra inspection, and for all amounts paid for rents, salaries of contingent force, and other expenses entailed upon the Government by delay in completing the contract, the United States shall be entitled to the fixed sum of five dollars (\$5) as liquidated damages, computed, estimated, and agreed upon, for each and every day's delay not caused by the United States: *Provided*, however, that the collection of said sum may, in the discretion of the Secretary, be waived in whole or in part; and that the contractor is to be entitled to one day, in addition to said stipulated time, for each day's delay that may be caused by the Government.

The Department, acting for the United States, reserves the right to suspend any portion of the work embraced in the contract, whenever, in its opinion, it would be inexpedient to carry on said work.

EXECUTIVE ORDER.

Attention is directed to the following Executive order:

Whereas by an Act of Congress which received Executive approval on February 23, 1887, all officers or agents of the United States were, as a matter of public policy, forbidden under appropriate penalties, to hire or contract out the labor of any criminal who might thereafter be confined in any prison, jail, or other place of incarceration for the violation of any laws of the Government of the United States of America.

It is hereby ordered that all contracts which shall hereafter be entered into by officers or agents of the United States involving the employment of labor in the States composing the Union, or the Territories of the United States contiguous thereto, shall, unless otherwise provided by law, contain a stipulation forbidding, in the performance of such contracts, the employment of persons undergoing sentences of imprisonment at hard labor which have been imposed by courts of the several States, Territories, or municipalities having criminal jurisdiction.

EXECUTIVE ORDER NO. 2.

I. All departments of the Government under the supervision of which public works are being constructed are hereby directed to notify the representatives stationed at such public works to report at once to their respective Departments all cases in which contractors or subcontractors on works now under construction have required or permitted laborers or mechanics in their employ to work over eight hours in any one calendar day.

II. All Government representatives in charge of construction of public works are further directed that it is part of their duty to report to their respective Departments each and every case in which laborers or mechanics are required or permitted to work over eight hours a day on the works under supervision of such Government representatives. Wherever reports showing work in excess of eight hours a day are received by any Department they are to be referred to the Department of Justice for appropriate action.

III. All Departments of the Government under the supervision of which public works are being constructed by contract are further directed to have their respective legal officers prepare and forward to the President a list of such statutes and Executive orders as have a direct bearing on contracts for the construction of public works, and with which bidders on such works should be made acquainted.

NOTICE TO SURETIES.

The attention of the sureties is particularly directed to the following conditions:

The final inspection and acceptance of the work shown by the drawings and specifications forming a part of the contract shall not be binding or conclusive upon the United States if it shall subsequently appear that the contractor has willfully or fraudulently or through collusion with the representative of this Department in charge of the work supplied inferior materials or workmanship, or has departed from the terms of his contract. In any such case the United States shall have the right, notwithstanding such final acceptance and payment, to cause the work to be properly performed and satisfactory material supplied to such extent

as in the opinion of the Supervising Architect may be necessary to finish the work in accordance with the drawings and specifications therefor at the cost and expense of the contractor and the sureties on his bond, and shall have the right to recover against the contractor and his sureties, the cost of such work together with such other damages as the United States may suffer because of the default of the contractor in the premises, the same as though such acceptance and final payment had not been made.

Attention is called to section 21 of the act approved June 6, 1902, which provides as follows:

That in all contracts entered into with the United States, after the date of the approval of this Act, for the construction or repair of any public building or public work under the control of the Treasury Department, a stipulation shall be inserted for liquidated damages for delay; and the Secretary of the Treasury is hereby authorized and empowered to remit the whole or any part of such damages as in his discretion may be just and equitable; and in all suits hereafter commenced on any such contracts or on any bond given in connection therewith it shall not be necessary for the United States, whether plaintiff or defendant, to prove actual or specific damages sustained by the Government by reason of delays, but such stipulation for liquidated damages shall be conclusive and binding upon all parties.

Proposals.—Proposals must be made on the form hereto attached, inclosed with certified check in a sealed envelope, marked "Proposals for delivery of machinery, appliances, and materials in the United States Mint, Denver, Col.," and include every item required and specified herein, but not including erection.

Certified check.—Each bidder must inclose with his proposal a certified check in a sum equal to ten (10%) per cent of the amount of his bid, payable to the order of the Treasurer of the United States. Check of unsuccessful bidder will be held until award of contract and then returned to him.

Check of successful bidder will be cashed and moneys held until completion of contract as a guarantee of faithful performance thereof, the amount thereof being returned at the time of final payment.

Quality of apparatus.—All machinery, appliances, and materials must be of best quality and workmanship, and the machinery must be guaranteed for one year against all defects in workmanship and material not the result of usual wear and tear of operation.

Delivery.—All apparatus and material specified herein must be delivered complete on floor of boiler room in the United States Mint at Denver, Colorado, on or before the date mentioned on proposal sheet.

Inspection.—The Supervising Architect reserves the right to make such inspection and tests of the machinery and appliances after delivery of same at the mint as he shall deem necessary to determine whether the same complies fully with the specification.

Payment.—Upon delivery of all the apparatus and materials at the United States mint payment will be made to the amount of one-half of the contract price. Payment of balance due contractor will be made seventy-five (75) days thereafter provided the apparatus and supplies furnished are satisfactory.

Air compressor.—Furnish one duplex, steam driven, two stage, horizontal type air compressor of the following dimensions:

Diameter of duplex steam cylinder, 8 inches.

Diameter of low pressure air cylinder, 13 inches.

Diameter of high pressure air cylinder, $7\frac{1}{2}$ inches.

Stroke of all cylinders, 10 inches.

Steam valves to be D valve type.

Diameter of flywheel, 45 inches.

Weight of flywheel not less than 1,400 pounds.

Diameter of steam pipes to each cylinder, $1\frac{1}{2}$ inches.

Diameter of exhaust pipes, $2\frac{1}{2}$ inches.

Diameter of air discharge pipe, $2\frac{1}{2}$ inches.

Steam pressure at throttle, 100 to 120 pounds.

Air pressure at tank, 80 to 100 pounds. (Altitude, 5,200 feet.)

Main frame.—Compressor to have substantial main frame, made in two pieces, doweled and bolted together, heavily ribbed, with liberally proportioned flanges at bottom to distribute weight on foundation; frame at steam cylinder end to have pocket to collect drip from stuffing boxes, and a partition with stuffing box to prevent escaping steam and water from mixing with oil in crank basin.

Frame shall be designed to secure bath lubrication of crosshead, crank pin, and main bearings.

Main bearings.—Main bearings shall have removable shells of best quality antifriction metal, made in three parts and adjustment secured by wedge take-up.

Crosshead.—Crosshead shall be of the slipper type, of liberal proportion for strength and bearing surface, and crosshead pin shall be of steel, hardened and ground.

Connecting rods.—Connecting rods shall be of steel, with ends of the strap and wedge type, and have boxes of special, hard, antifriction metal.

Compressor air valves.—The inlet valves shall be of Corliss type with self-packing valve stems and of design giving minimum clearance.

Outlet valves shall be of direct lift type.

Water jackets.—Air cylinders shall have water jackets to remove the heat of compression, increase the efficiency, and aid cylinder lubrication.

Intercooler.—Compressor shall be provided with an intercooler located above level of bottom of frame, provided with pop safety valve, properly adjusted, to give warning when pressure in intercooler rises abnormally, and a 4-inch diameter gauge reading to 100 pounds.

Pressure regulator.—Furnish one approved automatic pressure regulator of proper size and complete in every detail.

Lubrication.—The main bearing surfaces of compressor shall be lubricated by the automatic bath system; all parts not so lubricated but requiring oil, shall be supplied with first-class, large size, sight feed oil cups.

Compressor shall also be supplied with one quart capacity cylinder lubricator. *L.P. unit*

Oil cups and lubricator to be of very best grade, of design approved by the custodian.

Tools.—A full set of wrenches and tools must be furnished for adjustment and tightening of all nuts, bolts, and bearings.

General design.—Compressor must be constructed throughout of best materials and workmanship, carefully fitted, and be complete in every essential detail and every part guaranteed against defective material and workmanship.

Submerged centrifugal pump.—Furnish and deliver one vertical shaft, submerged centrifugal pump with 2-inch suction and 1½-inch delivery, with direct connected 230-volt, direct current, inclosed, self-oiling motor. Pump and motor to be mounted on a cast-iron cover and stand, conforming to dimensions given on sketch attached hereto, with discharge pipe brought up through cover and stand as shown.

Pump is to handle hot water and shall have bronze shaft and propeller, and a thrust bearing of ample proportion, located at upper end of stand, accessible for inspection, unless design of pump is such as to eliminate the necessity for same. Pump is to deliver against a head of 20 feet.

Motor must be of standard make, fully inclosed, of ample size to drive pump at full capacity continuously without rise of temperature in either windings or commutator of more than 75° F. above surrounding atmosphere; with commutator and brushes at upper end conveniently accessible for adjustment and cleaning, and shall have carbon brushes designed for current density of not more than 15 amperes per square inch.

Motor shaft shall be connected to pump shaft with flanged coupling, and motor frame shall be attached to stand in a neat substantial manner.

Automatic starting device.—Furnish one 230-volt, 12 ampere capacity, direct current, automatic starter of very best grade and approved make, with solenoid switch, tank lever, chain, pulleys, and float.

Automatic starter to be mounted on a slate tablet not less than 1¼-inch thick of ample size, and to have mounted therewith one double-pole single-break knife switch and one double-pole, overload, carbon-break circuit breaker of approved make, with copper contacts for carrying current when closed.

Lead-lined pipe, etc.—Supply 200 feet of 2½-inch and 100 feet of 2-inch wrought-iron lead-lined pipe with flanges for each length.

Supply the following cast-iron, flanged, lead-lined fittings:

- ✓ Six 2½-inch quarter-turn elbows.
- ✓ Four 2½-inch eighth-turn elbows.
- 2 Three 2½-inch tees, lead lined.
- ✓ Four 2-inch quarter-turn elbows.

Delivery.—All machinery, appliances, and material shall be delivered on floor of boiler room of Mint, freight, boxing, and cartage prepaid.

JAMES KNOX TAYLOR,
Supervising Architect.

(7)

DENVER: MINT. HGS P LHB L

TREASURY DEPARTMENT

Office of the Secretary
Washington, Oct. 10, 1908.

The Hampson-Fielding Engineering Co.,
#1711 Fremont Street,
Denver, Colorado.

Sirs:

In accordance with the approval of the Department, and recommendations contained in letter dated September 23, 1908, from the Custodian of the New Mint building, Denver, Colorado, your proposal dated September 19, 1908, to furnish and deliver for use at that building one steam driven air compressor, lead lined pipe and fittings, etc., in strict accordance with the specification and drawings No. R.P.-296, with exception of sump pump, for the sum of twenty seven hundred nineteen dollars and ninety-eight cents (\$2719.98), less three hundred fifty-two dollars and twelve cents (\$352.12) for omission of the sump pump, making net amount of two thousand three hundred sixty-seven dollars and eighty-six cents (\$2,367.86), the lowest complying with specification requirements of five received in response to advertisement, is hereby accepted.

It is understood and agreed that you are required to execute a formal contract, with bond in the sum of twelve hundred dollars (\$1200.00), guaranteeing the ~~faithful~~ satisfactory delivery of articles embraced in this acceptance, a form for which will be forwarded. This contract and bond must be executed in strict accordance with the rules at the head of said form and returned to the Supervising Architect of this Department at once.

You are further required to sign near the signature of the Supervising Architect the red-labeled set of drawings forwarded to you this day under separate cover, and return

the same immediately for file in that office as the contract drawings mentioned on the second page of that instrument.

The date fixed for complete delivery is that stated in your proposal, viz: December 21, 1908.

The certified check for two hundred and eighty-four dollars (\$284.00), which accompanied your proposal, will be collected and the proceeds held until your bond has been approved.

The following appliances, etc., named in your proposal are hereby approved, with the understanding that all furnished must comply strictly with specification requirements:

STEAM DRIVEN AIR COMPRESSOR: Ingersoll-Rand Co., "Rand-Imperial", type X.

LEAD LINED PIPE AND FITTINGS: Lead Lined Iron Pipe Co.

Payments will be made as provided for in the specification, ~~and~~ and the Custodian will be authorized to submit vouchers accordingly, charged against the appropriation for "Mechanical Equipment for Public Buildings, 1909".

Please promptly acknowledge receipt of this letter.

Respectfully,

L. A. Coolidge,

Assistant Secretary.

CEK JKT F

COPY DMB

DENVER: MINT.

F JAW

TREASURY DEPARTMENT,
Office of the Secretary,
Washington, Oct. 21, 1908.

The Hampson-Fielding Engineering Co.,
#1711 Fremont Street,
Denver, Colorado.

Sirs:

Referring to Department letter of the 10th instant, accepting your proposal for furnishing a steam driven air Compressor, etc., for the Denver, Colorado, Mint building, you are advised that said letter is hereby amended by eliminating the words "and drawings No.R.P.-296", seventh line of first page, as the ~~item~~ of sump pump illustrated by said drawing was not included in the acceptance, and the formal contract so amended is to-day returned for execution.

Respectfully,

Beekman Winthrop,

Assistant Secretary.

CEK JKT

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D/C-Townsend.

TREASURY DEPARTMENT,
OFFICE OF THE SUPERVISING ARCHITECT.
Form 134 B.—Ed. 9 18 1902 7,000.

DMB

INSTRUCTIONS TO BE FOLLOWED IN EXECUTING THE FOLLOWING INSTRUMENTS.

1. The CHRISTIAN NAMES (one or more) must be written in full in the body of the bond.

When the contracting party is a PARTNERSHIP concern, the CONTRACT must be signed with the FIRM NAME, without seal, and the BOND must be signed and sealed by EACH member of the firm. When the contracting party is a CORPORATION, the contract and bond must be signed in the CORPORATE NAME by the duly authorized officer of the corporation; there must be attached to the contract duly authenticated evidence that the officer executing the contract and bond has authority to do so, and that he has been duly elected to such office, and the corporate seal must be affixed to both the contract and bond. In the event that the corporation has no corporate seal, the fact should be shown; and in such case a seal of wax or wafer should be adopted and used for the time being as the seal of the corporation.

2. The bond must be dated; and the bond must be of the same (or subsequent) date as the contract.

3. Each signature must be made in the presence of two persons, who must sign their names as witnesses.

4. There must not be less than two individual sureties; but one corporate surety, duly qualified under the Act of Congress of August 13, 1894, may be accepted as sole surety.

5. Seals of wax or wafer must be attached to the signatures on the bond of the principal and sureties. No seals are required to signatures on contract, except corporate seals.

6. A married woman will not be accepted as surety.

7. The sureties must justify in amounts the aggregate of which will be equal to at least twice the penalty of the bond.

This rule applies to corporate as well as individual sureties; and corporate sureties will also be required to attach to each bond a copy of the last statement of their assets and liabilities, as rendered pursuant to section 4 of the Act of Congress of August 13, 1894.

8. Each surety must make and sign an affidavit of the amount he is worth over and above all debts and liabilities, and such exemptions as may be allowed by law.

9. Sureties, other than corporate sureties, must state under oath that they are not responsible as sureties on any other bond; or, if so liable, the amount of such liability.

10. The affidavits of sureties must be taken and subscribed before an officer authorized to administer oaths generally, who must certify that he administered the oaths. If the affidavits are taken before a clerk of a court of record, a United States commissioner, or a notary public, whose official seal is thereto affixed, or before a judge of a United States court, authority to administer the oaths need not be shown; but if taken before any other officer, or if the official seal of the clerk, United States commissioner, or notary, is not affixed, the authority to administer the oaths and the official character of the officer must be duly certified.

11. A judge or clerk of a court of record, a United States attorney, or a United States commissioner, must certify that the sureties are sufficient to pay the penalty of the bond; and, except in the case of a judge of the United States courts or a United States attorney, if the person certifying has no seal, his official character must be duly certified. The foregoing does not apply to corporate sureties who have complied with rule 7 hereof.

12. The residence of principal and sureties must be distinctly stated.

13. All erasures and interlineations in contract or bond must be noted above the signatures of the witnesses as having been made before the execution thereof.

CONTRACT

BETWEEN THE

UNITED STATES OF AMERICA

AND

The Hampson-Fielding Engineering Co.

Whereas, By advertisement, duly made and published according to law, proposals were asked for furnishing all of the labor and materials for the work herein provided for; and

Whereas, The proposal of The Hampson-Fielding Engineering Co.,

furnished in response thereto, was duly accepted, as hereinafter stated, on condition that it execute a contract in accordance with the terms of said bid.

Now, therefore, this agreement, made and entered into by and between J.B.Reynolds, Acting Secretary of the Treasury, for and in behalf of the United States of America, of the first part, and The Hampson-Fielding Engineering Co., a corporation organized under the laws of the State of Colorado and having executive offices in Denver, Col.,

of the second part,

Witnesseth: That the party of the second part for the consideration hereinafter mentioned, covenants and agrees to and with the party of the first part to furnish all of the labor and materials and do and perform all the work required for the steam-driven air compressor, lead-lined pipe and fittings, etc., for the new Mint at Denver, Colo.;

1 in strict and full accordance with the requirements of drawings numbered
2 herebefore mentioned are in lieu of the actual damages arising from such breach of this contract; which said sum the said party of the
3 first part shall have the right to deduct from any moneys in its hands otherwise due, or to become due, to the said party of the second
4 part, or to sue for and recover compensation or damages for the nonperformance of this contract at the time or times herein stipulated
5 and such other detail drawings as may be furnished to the party of the second part by the Supervising Architect of the United States
6 Treasury Department; the advertisement for proposals, dated **August 31, 1908**; the specification for the work;
7 the proposal dated **September 19, 1908**, addressed to the said Supervising Architect by the said party of the
8 second part; and letter dated **October 10, 1908**, addressed to the said party of the second part by
9 **L.A. Coolidge**, Assistant Secretary of the Treasury, accepting said proposal;
10 and letter dated **October 21, 1908**, addressed to said party of the second part by
11 **Beekman Winthrop**, Assistant Secretary of the Treasury, amending said acceptance as
12 to drawing; and obtain all required licenses and permits, and be responsible for all damages to person or property which may occur
13 in connection with the prosecution of the work; that all work called for by the drawings and specifications, though every item be not
14 particularly shown on the first or mentioned in the second, shall be executed and performed as though such work were particularly
15 shown and mentioned in each, respectively, unless otherwise specifically provided; that all materials and work furnished shall be
16 a true and correct copy of each of which said papers is attached hereto and forms a part of this contract; and which said numbered
17 drawings, bearing the signature of the said Supervising Architect and the signature of the said party of the second part, are on file in
18 the Office of the Supervising Architect of the United States Treasury Department, and are hereby made part of this contract.
19 And the said party of the second part further covenants and agrees that the work herein agreed to be performed shall be
20 commenced promptly upon receipt of notice of the approval of the bond hereto attached, and that the same shall be carried on in such
21 order and at such times and seasons, and with such force as shall from time to time be directed or prescribed by the Supervising
22 Architect or his representative, and that the same shall be completed in all its parts within **by December 21, 1908;**
23 referred to, or, in the absence of such unit of value, on prevailing market rates; which market rates, in case of dispute, are to be
24 from the date of the approval of said bond hereto attached; that all materials used shall be of the very best quality of their respective
25 kinds; that all the work performed shall be executed in the most skillful and workmanlike manner, and that both the materials
26 used and the work performed shall be in every respect to the entire and complete satisfaction of the Supervising Architect.
27 And the said party of the second part expressly covenants and agrees that the bond hereto attached shall be security, also, for the
28 satisfactory performance and fulfillment of all the guarantees set forth in or required by said specification.
29 omission from, or changes in the work or materials herein specifically provided for shall make void or affect the other provisions or
30 covenants of this contract, but the difference in the cost thereby occasioned, as the case may be, shall be added to or deducted from the
31 amount of the contract; and, in the absence of an express agreement or provision to the contrary, no addition to, or omission from, or
32 changes in the work or materials herein specifically provided for shall be construed to extend the time fixed herein for the final
33 completion of the work.
34 It is further covenanted and agreed by and between the parties hereto that all materials furnished and work done under this
35 contract shall be subject to the inspection of the Supervising Architect, the superintendent of the building, and of other inspectors
36 appointed by the said party of the first part, with the right to reject any and all work or material not in accordance with this contract;
37 and the decision of said Supervising Architect as to quality and quantity shall be final. And it is further covenanted and agreed by
38 and between the parties hereto that said party of the second part will without expense to the United States, within a reasonable time
39 to be specified by the Supervising Architect, remedy or remove any defective or unsatisfactory material or work; and that, in the
40 event of the failure of the party of the second part immediately to proceed and faithfully continue so to do, said party of the first part
41 may have the same done and charge the cost thereof to the account of said party of the second part.
42 It is further covenanted and agreed by and between the parties hereto that said final inspection and acceptance of, and payment
43 for, all the materials and work done under this contract, shall be considered as a waiver of the right of
44 the contract on the part of the party of the second part, and in the event that the said party of the second part shall fail in the due
45 performance of the entire work to be performed under this contract, by and at the time herein mentioned or referred to, the said party
46 of the second part shall pay unto the party of the first part, as and for liquidated damages, and not as a penalty, the sum of
47 **five** dollars, for each and every day the said party of the second part shall be in default, which said
48 sum of **five** dollars per day, in view of the difficulty of estimating such damages with exactness, is
49 hereby expressly fixed, estimated, computed, determined, and agreed upon as the damages which will be suffered by the party of the

1 first part by reason of such default, and it is understood and agreed by the parties to this contract that the liquidated damages
2 hereinbefore mentioned are in lieu of the actual damages arising from such breach of this contract; which said sum the said party of the
3 first part shall have the right to deduct from any moneys in its hands otherwise due, or to become due, to the said party of the second
4 part, or to sue for and recover compensation or damages for the nonperformance of this contract at the time or times herein stipulated
5 or provided for.

6 The party of the second part further covenants and agrees to hold and save the United States, its officers, agents, servants, and
7 employees, harmless from and against all and every demand, or demands, of any nature or kind, for, or on account of, the use of any
8 patented invention, article, or appliance, included in the materials hereby agreed to be furnished under this contract.

9 It is further covenanted and agreed by and between the parties hereto that the said party of the second part will, without expense
10 to the United States, comply with all the municipal building ordinances and regulations, in so far as the same are binding upon the
11 United States, and obtain all required licenses and permits, and be responsible for all damages to person or property which may occur
12 in connection with the prosecution of the work; that all work called for by the drawings and specifications, though every item be not
13 particularly shown on the first or mentioned in the second, shall be executed and performed as though such work were particularly
14 shown and mentioned in each, respectively, unless otherwise specifically provided; that all materials and work furnished shall be
15 subject to the approval of the said Supervising Architect; and that said party of the second part shall be responsible for the proper care
16 and protection of all materials delivered and work performed by said party of the second part until the completion and final acceptance
17 of same.

18 It is further covenanted and agreed by and between the parties hereto that the said party of the second part will make any
19 omissions from, additions to, or changes in, the work or materials herein provided for whenever required by said party of the first
20 part; the valuation of such work and materials to be determined on the basis of the contract unit of value of material and work
21 referred to; or, in the absence of such unit of value, on prevailing market rates; which market rates, in case of dispute, are to be
22 determined by the said Supervising Architect, whose decision with reference thereto shall be binding upon both parties; and that no
23 claim for damages, on account of such changes or for anticipated profits, shall be made or allowed.

24 It is further covenanted and agreed that no claim for compensation for any extra materials or work is to be made or allowed,
25 unless the same be specifically agreed upon in writing or directed in writing by the party of the first part; and that no addition to,
26 omission from, or changes in the work or materials herein specifically provided for shall make void or affect the other provisions or
27 covenants of this contract, but the difference in the cost thereby occasioned, as the case may be, shall be added to or deducted from the
28 amount of the contract; and, in the absence of an express agreement or provision to the contrary, no addition to, or omission from, or
29 changes in the work or materials herein specifically provided for shall be construed to extend the time fixed herein for the final
30 completion of the work.

31 It is further covenanted and agreed by and between the parties hereto that all materials furnished and work done under this
32 contract shall be subject to the inspection of the Supervising Architect, the superintendent of the building, and of other inspectors
33 appointed by the said party of the first part, with the right to reject any and all work or material not in accordance with this contract;
34 and the decision of said Supervising Architect as to quality and quantity shall be final. And it is further covenanted and agreed by
35 and between the parties hereto that said party of the second part will without expense to the United States, within a reasonable time
36 to be specified by the Supervising Architect, remedy or remove any defective or unsatisfactory material or work; and that, in the
37 event of the failure of the party of the second part immediately to proceed and faithfully continue so to do, said party of the first part
38 may have the same done and charge the cost thereof to the account of said party of the second part.

39 It is further covenanted and agreed by and between the parties hereto that until final inspection and acceptance of, and payment
40 for, all of the material and work herein provided for, no prior inspection, payment, or act is to be construed as a waiver of the right of
41 the party of the first part to reject any defective work or material or to require the fulfillment of any of the terms of the contract.

42 It is further covenanted and agreed that the party of the first part shall have the right to require that any particular portion of
43 the work herein provided for shall be completed within such time as may be hereafter definitely specified by the said party of the first
44 part in written notice to the said party of the second part; and that should the said party of the second part fail to complete such

particular portion of the work within the time so specified, or fail to complete the entire work contemplated by this contract within the time or times herein stipulated or provided for; or fail to prosecute said work with such diligence as in the judgment of the party of the first part will insure the completion of the said work within the time hereinbefore provided, the said party of the first part may withhold all payments for work in place until final completion and acceptance of same, and is authorized and empowered, after eight days' due notice thereof in writing, served personally upon or left at the shop, office, or usual place of abode, or with the agent, of the said party of the second part, and the said party of the second part having failed to take such action within the said eight days as will, in the judgment of the said party of the first part, remedy the default for which said notice was given, to take possession of the said work in whole or in part and of all machinery and tools employed thereon and all materials belonging to the said party of the second part delivered on the site, and, at the expense of said party of the second part, to complete or have completed the said work, and to supply or have supplied the labor, materials, and tools, of whatever character necessary to be purchased or supplied by reason of the default of the said party of the second part; in which event the said party of the second part shall be further liable for any damage incurred through such default and any and all other breaches of this contract.

It is further covenanted and agreed that the said party of the first part shall have the right of suspending the whole or any part of the work herein contracted to be done, whenever, in the opinion of the Supervising Architect, it may be necessary for the purposes or advantage of the work, and upon such occasion or occasions the said party of the second part shall, without expense to the United States, properly cover over, secure, and protect such of the work as may be liable to sustain injury from the weather, or otherwise; provided that for all such suspensions and other delays caused by the said party of the first part the party of the second part shall be allowed one day additional to the time herein stated, for each and every day of such delay so caused, in the completion of the contract, the same to be ascertained by the Supervising Architect; provided, that no claim shall be made or allowed to the said party of the second part for any damages which may arise out of any delay caused by the said party of the first part.

And the said party of the first part, acting for and in behalf of the United States, covenants and agrees to pay, or cause to be paid, unto the said party of the second part, or to the heirs, executors, administrators, or successors, of the said party of the second part, in lawful money of the United States, in consideration of the herein-recited covenants and agreements made by the party of the second part, the sum of **two thousand three hundred sixty-seven dollars and eighty-six cents (\$2,367.86)**; such payment to be made as prescribed on page five of said specification, and all of the retained percentage of such price shall be

Paul B. Flynn

Chief of Inspection Division

Edna Good

Wm. B. Russell

The Hanson-Fielding Engineering Co. 2243

C. M. Hanson, Pres.

NOTE--Read rules carefully before executing.

1 And the party of the first part covenants and agrees that payments will be made in the following manner, viz: ~~ninety per cent~~
 2 ~~of the value of the work executed and actually in place, to the satisfaction of the party of the first part, will be paid from time to time~~
 3 ~~as the work progresses (the said value to be ascertained by the party of the first part), and ten per cent thereof will be retained until~~
 4 ~~the completion of the entire work, and the approval and acceptance of the same by the party of the first part, which amount shall be~~
 5 ~~forfeited by said party of the second part in the event of the nonfulfillment of this contract; it being expressly covenanted and agreed~~
 6 ~~that said forfeiture shall not relieve the party of the second part from liability to the party of the first part for any and all damages~~
 7 ~~sustained by reason of any breach of this contract; provided, however, that no payment hereunder shall be due to the said party~~
 8 ~~of the second part until every part of the work to the point of advancement reached—on account of which payment is claimed—~~
 9 ~~shall be found to be satisfactorily supplied and executed in every particular and any and all defects therein remedied to the~~
 10 ~~entire satisfaction of the said party of the first part.~~

11 It is an express condition of this contract that no Member of, or Delegate to, Congress, or other person whose name is not
 12 at this time disclosed, shall be admitted to any share in this contract, or to any benefit to arise therefrom; and it is further
 13 covenanted and agreed that this contract shall not be assigned.

14 In witness whereof, The parties hereto have hereunto subscribed their names this
 15 21st day of October, A.D.1908.

16
17
18
19
20
21
22
All erasures, alterations, and interlineations
to be noted here before execution.

The erasures in lines 1,5,16,17,18, 22 and 24, page 2, and 1,2,3,4, page 5, were
made before the execution hereof.

We hereby certify that this contract and bond have been correctly prepared
and compared:

Jas. A. Wetmore,
Chief of the Law and Records Division.

Superintendent of Computing Division.

Paul E. Flynn
Chief of Inspection Division.

J.B.Reynolds,

Acting Secretary of the Treasury.

CEK JKT BW

Witnesses to the signature of the Contractor:

Edna Good
Wm. B. Damsel

The Hampson-Fielding Engineering Co. SEAL
C.M.Hampson, Prest. Contractor.

Place
Corporate
Seal here.

NOTE.—Read rules carefully before executing.

BOND.

Know all men by these presents, That we, The Hampson-Fielding Engineering Co., a corporation organized under the laws of the State of Colorado and having executive offices in of the City of Denver, County of , and State of Colorado, principal, and National Surety Company of New York of the City of New York, County of New York, and State of New York, and of the City of , County of , and State of , surety, are held and firmly bound unto the United States of America in the sum of one thousand two hundred dollars (\$1,200.), lawful money of the United States, for the payment of which, well and truly to be made to the United States, we bind ourselves, our heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

Scaled with our seals and dated this 26th day of October, A.D.1908. The condition of the above obligation is such, That whereas the said The Hampson-Fielding Engineering Co. has entered into a certain contract, hereto attached, with J.B.Reynolds, Acting Secretary of the Treasury, acting for and in behalf of the United States, bearing date the 21st day of October, A.D.1908: Now, if the said The Hampson-Fielding Engineering Co. shall well and truly fulfill all the covenants and conditions of said contract, and shall perform all the undertakings therein stipulated by it to be performed, and shall well and truly comply with and fulfill the conditions of, and perform all of the work and furnish all the labor and materials required by, any and all changes in, or additions to, or omissions from, said contract which may hereafter be made, and shall perform all the undertakings stipulated by it to be performed in any and all such changes in, or additions thereto, notice thereof to the said surety being hereby waived, and shall promptly make payment to all persons supplying it labor or materials in the prosecution of the work contemplated by said contract, then this obligation to be void; otherwise to remain in full force and virtue.

In testimony whereof, The said The Hampson-Fielding Engineering Co. , principal, and National Surety Company of New York, surety, and have hereunto subscribed their names and affixed their seals the day first above written.

The erasure in line five above was made before the execution hereof. Signed, sealed, and delivered in presence of Minervia O'Doherty) The Hampson-Fielding Engineering Co., SEAL Wm. B. Damsel) C.M.Hampson, Pres't

O.H.Toncray, Denver, Col.) Witness National Surety Company SEAL C.T.Martin, Denver, Colo.) as to By Ralph W. Smith, Attorney in fact. surety

1908 Oct. 21.

CERTIFIED COPY.

CONTRACT OF

The Hampson-Fielding Engineering Co.,

Of Denver, Colo.,

For Air Compressor, etc.,

For U. S. Mint,

At DENVER, COLORADO.

Dated October 21, 1908.

Amount, \$2,367.86

Treasury Department,

OFFICE OF THE SUPERVISING ARCHITECT.

November 5, 1908.

Respectfully referred to the Solicitor of the Treasury (Third Division of Appointments) for examination and indorsement.

C. E. Kemper,

Assistant to Supervising Architect.

CSJ

Department of Justice,

AS

OFFICE OF THE SOLICITOR OF THE TREASURY.

Nov. 12, 1908.

I have examined the within instruments as to form and execution, and in these respects they are approved.

F. A. Reeve.

Assistant Solicitor of the Treasury.

Treasury Department,

OFFICE OF THE SECRETARY.

, Nov. 12, 1908.

The within bond is hereby approved.

J. B. Reynolds,

LHB CEK JKT BW Acting Secretary.

Treasury Department,

OFFICE OF THE SUPERVISING ARCHITECT.

November 14, 1908.

I hereby certify that the within papers are true and correct copies of the originals on file in this Department.

Assistant to Supervising Architect.

Hampton - Fildes Engineering Co. ; Air Compressor ; 10/10/08

